

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE

MADE IN CONNECTION WITH A ZONE MAP CHANGE

In accordance with Indiana Code § 36-7-4-1015, the Owner of the real estate located in the Town-City of Westfield, Hamilton County, Indiana, which is described below (the "Real Estate"), makes the following COMMITMENTS concerning the use and development of the Real Estate in connection with the Petition to Change Zoning, Docket No. 1402-REZ-01:

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT A

STATEMENT OF COMMITMENTS:

SITE DEVELOPMENT COMMITMENTS

31. All drainage from new development shall flow south to the pond and not onto any existing lots in Oak Park, nor onto any existing drainage facilities in Oak Park except for the portion of the site within the Tree Preservation Area which will continue its current drainage pattern.
52. The minimum lot area shall be 22,000 square feet (approximately 0.5 acres). The average lot area for all lots in the Real Estate shall be at least 31,000 square feet (approximately 0.7 acres).
63. The minimum lot width shall be 130 feet.
74. The minimum side yard setback shall be 12 feet with an aggregate side yard setback of 40 feet. The minimum distance between Principal Buildings shall be 40 feet.
85. There shall be no more than four (4) lots abutting Lots 7, 8, and 9 of Oak Park. The rear yard setback of the lots abutting Lots 8 and 9 of Oak Park shall be at least fifty (50) feet.
96. There shall be no more than seven (7) lots abutting Lots 13, 14, 15, 26, 27 and 28 of Oak Park.
117. Up to ~~four (4)~~three (3) homes on Lots 1 -22 may be one-story homes. The home on Lot 23 shall be a two-story home.
158. ~~A minimum of six (6) trees shall be planted on each lot, with a minimum of three (3) of such trees planted in the front yard. At least two (2) of the trees shall be flowering trees.~~ A white split rail fence theme consistent with existing white split rail fences in Oak Park shall be continued at key visualthe entry focal points in the new developmentto the Real Estate on Lots 1 and 23. The existing white fence shall remain in place along the north side of Lot 23.

~~169.~~ Prior to construction of any home in the development, red maple trees (3-4" caliper) shall be planted forty (40) feet apart along the entire eastern and western perimeter of the Real Estate, not including that part of the perimeter abutting the Tree Preservation Area.

10. The perimeter landscape buffer provided along the eastern boundary of the Real Estate (on Lots 4-7) and along the western boundary of the Real Estate (on Lots 19-23) shall be substantially similar to that shown on Exhibit E. In addition to the red maples noted in Commitment #9 above, the landscape buffer shall be planted with a minimum of two (2) evergreen trees per thirty (30) linear feet, five (5) evergreen shrubs per thirty (30) linear feet, and five (5) deciduous shrubs per thirty (30) linear feet. The configuration of the drainage easement along the property line and the landscape buffer internal to the lot as shown on Exhibit E shall be followed unless otherwise required by the City of Westfield or Hamilton County.

~~1811.~~ Sidewalks shall be constructed on both sides of the street within the public right-of-way per City of Westfield standards.

~~2012.~~ There shall be a Tree Preservation Area on the plat of that part of the Real Estate that abuts Lots 13 and 14 of Oak Park as shown on Exhibit C. The Tree Preservation Area shall be platted as a tree conservation easement. Within the tree conservation easement no trees with a diameter at breast height (DBH) in excess of six inches (6") shall be removed unless the tree is damaged, diseased, dead, or is required to be removed in order to comply with safety requirements of any governmental agency. If such a tree is damaged or otherwise removed by the developer or builder, except as permitted to be removed as listed above, then the developer or builder shall replace the removed tree with a tree or trees of combined equal or greater DBH subject to the availability of space for their healthy growth in the easement. It is acknowledged that certain areas of the Tree Preservation Area may not be appropriate for the tree conservation easement due to the location of drainage and utility infrastructure as will be identified at the time of platting.

13. The average finish grade at the base of the homes located on Lots 20-23 shall be at or below the average finish grade at the base of the existing homes of the abutting lots in Oak Park.

LOT CONSTRUCTION COMMITMENTS

14. Homes constructed on the Real Estate shall be of similar character to those depicted in Exhibit D. "Log cabin" type homes are prohibited.

~~415.~~ Homes shall be at least 4,000 square feet above grade, exclusive of garages and porches.

~~10.~~ ~~Exterior of homes shall be constructed with brick, masonry, wood or fiber cement board. Brick and masonry shall be individually mortared and not manufactured veneer panel. The use of vinyl and/or aluminum siding is prohibited. "Log cabin" type homes are prohibited.~~

16. Permissible exterior materials include brick, stone, cultured stone, stucco, fiber cement siding, and wood.

17. Vinyl or aluminum siding shall not be permitted.
18. All exterior chimney chases shall be brick or stone or cementous material.
19. All window casings shall be vinyl clad or aluminum clad type material.
20. The minimum slope of the primary roof pitch shall be 8/12. Secondary roof pitches, such as porches, bays, walkways, etc., may be covered with a lower roof pitch.
21. Roof overhangs shall be required and shall be a minimum of eight (8) inches. Elements such as porches, bays, walkways, etc. may be covered with fewer inches of overhang.
22. Roof vents shall be located to the rear of the dwelling. All vents shall be positioned to be minimally visible from the street.
23. The front elevation or color scheme of a home shall not be the same as any other home within four lots on the same side of the street nor the lots directly across the street from the subject home.
- ~~1224.~~ All garages shall comply with the garage standards in Exhibit B.
- ~~1325.~~ All homes shall have a minimum three (3) car attached garage.
26. Driveways shall be concrete, asphalt, or other solid surface. Gravel shall be prohibited.
- ~~1527.~~ A minimum of six (6) trees shall be planted on each lot, with a minimum of three (3) of such trees planted in the front yard. At least two (2) of the trees shall be flowering trees. ~~A white split rail fence theme consistent with existing white split rail fences in Oak Park shall be continued at key visual focal points in the new development.~~
- ~~1728.~~ Contemporaneous with the construction of a home (or as soon thereafter as weather permits), the front yard and side yards to the rear corner of the house shall be sodded, and rear yards shall be hydroseeded.
29. Above ground pools shall be prohibited.
30. Mini-barns and storage sheds shall be prohibited.

MISCELLANEOUS COMMITMENTS

- ~~2231.~~ No construction trailers shall be permitted on the Real Estate.
- ~~2332.~~ Hours of construction on the exterior of homes shall be limited to 7:00a.m. to 7:00p.m. Monday through Saturday.
- ~~2433.~~ No exterior construction shall be permitted on Sundays.

2534. Dumpsters, trash bins and portable toilets shall be placed near the driveway of homes under construction, as near to the home as is reasonably practical. Portable toilets shall be placed near the driveway of homes under construction as near to the home as is reasonably practical and shall have the entrance to the toilets facing away from the street and other homes.
2635. There shall be no model homes with daily sales staff in the development. Spec homes may be open and staffed for sales operations on weekends.
36. One (1) Builder/Developer Kiosk Direction Sign (as defined in the Westfield Zoning Ordinance) shall be permitted within the common area at the entry to Oak Park (in either Block A or Block B as identified on the recorded plat for Section 1 of Oak Park.) The sign shall be permitted to remain until Lots 1-15 and 19-23 are sold.
37. One (1) On Site Builder/Developer Direction Sign (as defined in the Westfield Zoning Ordinance) shall be permitted within the common area at the intersection of Oak Park Court and Oak Park Circle (Block D as identified on the recorded plat for Section 1 of Oak Park.) The sign shall be permitted to remain until Lots 1-15 and 19-23 are sold.
2738. The concrete wash-out for the development shall not be connected to the existing storm sewer in Oak Park. The concrete washouts for the development shall be located only on Lots 16, 17, and 18 as depicted on the attached Exhibit C.
2839. Construction of a home shall begin within twelve (12) months after the building permit is issued for construction of the home and must be completed within eighteen (18) months after the building permit is issued.
2940. The owner(s) of "one lot" in the Real Estate shall become "one member" of the Oak Park Homeowners Association, Inc. and such lot shall be subject to the Oak Park Bylaws, Declaration of Covenants, Conditions and Restrictions, as amended.
3041. The developer shall pay to the Oak Park Homeowners Association, Inc. a sum equal to \$5,000 times each lot shown on the approved preliminary plat on the Real Estate. For example, if the preliminary plat contains 10 lots, then the sum payable shall be \$50,000. If the Real Estate is developed in more than one preliminary plat, then the sum due from the developer shall be due for each lot approved on each preliminary plat. Said sum shall be due on a per lot basis and payable at the time a building permit is issued for said lot.

Commitments 40 and 41 shall not be valid and enforceable until the Real Estate is incorporated into the Oak Park Homeowners Association, Inc.

These COMMITMENTS shall run with the land, be binding on the Owner of the Real Estate, subsequent owners of the Real Estate and other persons acquiring an interest therein. These COMMITMENTS may be modified or terminated by a decision of the ~~Town~~City of Westfield Plan Commission made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the approval of petition

#1402-REZ-01 pursuant to the TownCity of Westfield Zoning Ordinance, and shall continue in effect until modified or terminated by the TownCity of Westfield Plan Commission.

These COMMITMENTS may be enforced by the City Council of the City of Westfield, Hamilton County, Indiana and the Oak Park Homeowners Association, Inc.

The undersigned hereby authorizes the Secretary of the TownCity of Westfield Plan Commission to record these Commitments in the Office of the Recorder of Hamilton County, Indiana, upon final approval of petition #1402-REZ-01.

IN WITNESS WHEREOF, Owner has executed this instrument this _____ day of _____, 2014.

By: _____
Printed: _____
Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of _____
Owner of the real estate described above who acknowledged the execution of the foregoing instrument in such capacity and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2014.

Signature _____

Printed _____

County of Residence _____

My Commission expires: _____

This Instrument was prepared by: John J. Moore, 50S. Meridian St., Suite 700, Indianapolis, Indiana, 46203

I certify under the penalties for perjury, that I have taken due care to remove all tax identification

numbers from this instrument, except as required by law. John J. Moore